

**EXHIBIT "C"**

# United States District Court

Southern

DISTRICT OF

New York

Mary Monroe

SUMMONS IN A CIVIL CASE

CASE NUMBER:

v.

Hyundai of Manhattan & Westchester  
Toyota & Lexus Financial Services

07 CIV 8777

JUDGE DANIELS

TO: (Name and address of defendant)

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

Pro-Se Mary Monroe 709 F.D.R. Drive #8E New York, N.Y. 10009

An answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

J. MICHAEL McMAHON

CLERK

OCT 11 2007

DATE

Marcos Quintero

(BY) DEPUTY CLERK

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

\_\_\_\_\_  
Mary Monroe,

Plaintiff,  
-against-

Hyundai of Manhattan & Westchester  
Toyota & Lexus Financial Services  
Defendants.

07cv8777(GBD)  
PRO SE PRETRIAL  
CONFERENCE NOTICE

\_\_\_\_\_  
GEORGE B. DANIELS, DISTRICT JUDGE:

Pro Se Plaintiff and counsel for all parties are hereby directed to attend a conference at the time and place fixed below, for the purpose of Case Management and scheduling pursuant to Fed. R. Civ. P. 16. You are directed to furnish all attorneys in this action with copies of this order and enclosures, and to furnish chambers with a copy of any transmittal letter(s). If you are unaware of the identity of counsel for any of the parties, you must forthwith send a copy of the notice and rules to that party personally.


A Pro Se pretrial conference will be held on **December 19, 2007 at 9:30 a.m.** at the United States District Courthouse, 500 Pearl Street, New York, New York, COURTROOM 15D. If you are a prisoner in a state or city facility, you should provide sufficient information for opposing counsel to prepare an order by this Court to arrange for a conference by telephone.

No application for adjournment will be considered unless made within one week of the date of this notice.

All parties should also be prepared to address at the conference the factual and legal bases for their claims or defenses, any issue as to subject matter jurisdiction, and any other issue relevant to case management.

Dated: New York, New York  
October 18, 2007

SO ORDERED:

  
George B. Daniels  
United States District Judge

United State District Court  
Southern District of New York

**JUDGE DANIELS**  
**07 CIV 8777**

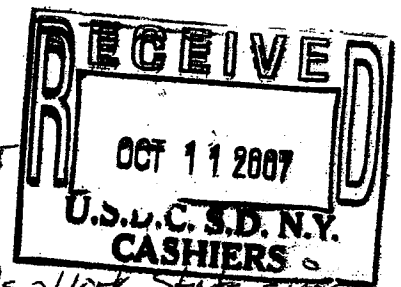
Mary Monroe  
Plaintiff

Complaint

Against

Jury Trial Demand

Hyundai of Manhattan & Toyota Financial Services  
& Lexus Financial Services & Hyundai of Westchester



I Mary Monroe have been a resident of New York State since  
Approximately 38 years I reside at 709 F.D.P. Drive #8E New York  
N.Y. 10009

The Defendant Toyota Financial Services & Lexus Financial  
Services do business at 19001 S. Western Ave. (Main stop W. 22) CA 90501  
ATT. Brenda C.

Hyundai of Manhattan do business at 646 Eleventh Avenue  
New York, N.Y. 10036

Hyundai of Westchester do business at 2423 Central Park  
Avenue Yonkers, N.Y.

1) On August 15, 2007 The Plaintiff went to Hyundai of

Manhattan to extend her Auto repair Insurance Contract

2.) Her Grandson Steven Monroe was with her instead of providing Auto repair Insurance Hyundai refinanced her whole car

3.) The contract had her paying a little over \$21,000, That's how much a new Sonata would cost, Her car was approximately 3 years old

4.) On August 16, 2006 the Plaintiff consulted Ray Richardson from Home Grown Inc. about the Retail Installation Contract

5.) Mr. Richardson saw where the Retail Installation Contract was charging a higher interest rate, beside amounts listed on the contract that appeared for reason. Many issues in this contract appeared fraudulent

6.) The Plaintiff then signed a notarized letter giving Ray Richardson the Authorization to make any decisions pertaining the Retail Installation Contract dated 8/15/06

7.) On August 19, 2006 Ray Richardson and Walter Malone went to 646 Eleventh Avenue on the corner of 47th Street

8.) Ray Richardson spoke to one of the salesman named Christopher because Michael who provide the contract was not available

9.) On August 21, 2006 The Plaintiff with her representative Ray Richardson went to Hyundai and spoke to Michael to cancel the contract signed on 8/15/06 Michael refused upon which the Plaintiff filed a legal action

10.) On August 22 the Plaintiff's Representative Ray Richardson with to Hyundai with Lance Olson to again ask Michael to cancel the contract again he refused

11.) There were many amounts on the contract with no explanation beside charging a higher interest rate and other items that appeared that the contract was based on fraud

12.) The interest rate when the Plaintiff brought her car in 2003. her interest rate was only 7.5% yet after the contract the interest rate 10.3% a difference of 2.8%

13.) Hyundai made the Plaintiff believe that her car was fully covered. The Contract only covered air conditioner, radio, stereo, power steering and automatic transmission

14.) The Defendant has the Plaintiff paying \$2,500 for Mechanical Breakdown Protection no other explanation

15.) \$170 for Buyer G.A.P. Insurance from Ohio Identity Insurance Company no further explanation

16.) \$125 Government license or registration <sup>fees</sup> with no further explanation

17.) The is also \$1,400 for Toyota Auto Care no further explanation

18.) The Defendants between the lies on the contract that Hyundai wrote and that the contract come from Toyota shows fraud and conspiracy (RICO Act.)

19.) The Defendants intentionally overcharged the Plaintiff for services not received

20.) The Plaintiff tried on 3 occasions <sup>to</sup> ~~tried~~ to void the contract, which the defendants Hyundai and Toyota did not tried to do what is required by law

21.) Since the Plaintiff tried to have the contract voided 3 time within 7 days after it was signed that is why a supreme court action was started Index number 113492/06

22.) Toyota was notified not to make any payments since the Plaintiff has filed legal action against Hyundai of Manhattan for a fraudulent contract

23.) On October 21, 2006 Toyota was notified not to make any

payments concerning the car and call before hand to make sure that Toyota Financial Services was notified of the fraudulent contract

24.) Toyota was notified also in February 2007 as to why they paid Chase Bank, when they was notified not to make any payments, since the Plaintiff was challenging Hyundai and the contract.

25.) Now The Defendants refinance the car for a total of \$23,700, for a car in 2003 new, cost \$21,000

26.) From the evidence we now have, it shows how both Defendants conspire to overcharge and fraudulently refinance, when all the Plaintiff wanted was a Guaranteed Auto Protection extension

27.) In September 2007 Toyota stole the Plaintiff's car without filing any papers in court and threaten to sell the car if she does not pay them.

28.) The Plaintiff was told that Toyota has the car, By Toyota, this was done in hope the Plaintiff panic and pay the Defendant

29.) This was done with Blatant thought to coerce the Plaintiff to make payment on a fraudulent contract

30.) BECAUSE OF THE Theft AND constant HARRASSMENT, by calls and letters, ASKING for payments, which the Defendants were not entitle to any payment do to a fraudulent contract

31.) That is why the Plaintiff is suing for \$2,023,700 in punitive and Compensatory damages

Ms. May Moore  
10/11/07

\_\_\_\_; and it is further ORDERED, that security in the amount of \$ \_\_\_\_\_ be posted by the plaintiffs and it is further ORDERED, that personal service of a copy of this order and annexed affidavit upon the defendants or his counsel on or before \_\_\_\_\_ o'clock in the \_\_\_\_\_ noon, \_\_\_\_\_, 20\_\_\_\_, shall be deemed good and sufficient service thereof.

DATED: \_\_\_\_\_  
New York, New York

Issued: \_\_\_\_\_

\_\_\_\_\_  
United States District Judge

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

Mary Monroe

Plaintiff

vs.  
Hyundai of Manhattan & Westchester  
Toyota Financial Services & Lexus

Defendant

X

: ORDER TO SHOW CAUSE FOR  
: PRELIMINARY INJUNCTION AND  
: TEMPORARY RESTRAINING ORDER

X

Upon the affidavits of Mary Monroe <sup>AFFIRM</sup>~~SWORN~~ to the 5 day of October, 2007, and upon the copy of complaint hereto annexed, it is ORDERED, that the above named defendants show cause before a motion term of this court, at Room \_\_\_\_\_, United States District Court for the Southern District of NY, 500 Pearl Street, in the City, County and State of New York on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock in the \_\_\_\_\_ noon thereof, or as soon thereafter as counsel may be heard, why an order should not be issued pursuant to Rule 65 of the Federal Rules of Civil Procedure enjoining the Defendants during the pendency of this action from

Keeping a stolen 2003 Sonata License Plate # CMJ 9284  
When the Defendants WAS AWARE of a fraudulent contract

and it is further ORDERED, that sufficient reason having been shown, therefore, pending the hearing plaintiff's application for a preliminary injunction, pursuant to FRCP Rule 65 the defendants are temporarily restrained and enjoined from

\_\_\_\_\_  
X  
MARY MONROE  
Plaintiff,  
-against-  
Hyundai of Manhattan & Westchester  
Toyota Financial Services & Lexus,  
Defendant  
\_\_\_\_\_  
X

AFFIDAVIT/AFFIRMATION

\_\_\_\_\_  
Civ. \_\_\_\_\_ ( )

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_ SS.:

MARY MONROE makes the following affirmation under the penalties of perjury or being duly sworn deposes and says

I, MARY MONROE, as plaintiff in the above entitled action, respectfully move this court to order defendants to show cause why they should not be enjoined from/to Provide my car which Toyota stole until a final deposition on the merits in the above entitled action.

Unless this order is issued, I will suffer immediate and irreparable injury, loss sand damage in that I have children which I drive to and from school, Both the 3 year old and 12 year old go to school near my job. Taking train & Bus takes almost 1 1/2 hours Driving less then a 1/2 hour

As can be seen from the foregoing, I have no adequate remedy at law.

WHEREFORE, I respectfully request that the court grant the within relief as well as such other and further relief that may be just and proper.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: 10/5/07 Ms. Mary M. Monroe

for for an affidavit  
Sworn to before me this 5 day of Oct 2007  
Notary Public  
SANDRA FRANQUI  
Notary Public, State of New York  
No. 03-4841295  
Qualified in Westchester County  
Commission Expires March 9, 2010

## List of Exhibits

Exhibit (A): Agreement to Provide Insurance 8/15/06

Exhibit (B): Virginia Surety Company Inc. 8/15/06

Exhibit (C): Notice of Buyer Liability for G.A.P. 8/15/06

Exhibit (D): Yves Gilbert Business Card 8/21/06

Exhibit (E): Toyota Finance Service letter 8/30/06

Exhibit (F): Certificate of Mailing 10/21/06

Exhibit (G): New York State Certificate of Title 10/31/06

Exhibit (H): Certificate of Mailing 2/21/07

Exhibit (I): Chase Auto Finance letter 3/5/07

Exhibit (J): Toyota Finance Services letter 9/2/07

I hereby agree to maintain liability, comprehensive, and collision insurance coverage for the referenced vehicle with a maximum deductible of \$1,000.00 in the name of the Named Insured as shown below. If I am purchasing the vehicle, the insurance policy will reflect Toyota Motor Credit Corporation (or Lexus Financial Services, if applicable) as the lienholder and loss payee. If I am leasing the vehicle, the insurance policy will reflect Toyota Motor Credit Corporation, Lexus Financial Services, or Toyota Lease Trust (as reflected on the lease agreement) as legal owner of the vehicle and additional insured. I also agree to maintain liability insurance coverage in an amount equal to or greater than minimum requirements for the state in which I reside, or as required in my lease or retail contract, whichever is greater.

NAMED INSURED (NAME AS SHOWN ON LICENSE)			
FIRST NAME MONROE	MIDDLE NAME M	LAST NAME MARY	
STREET ADDRESS 709 FDR DR 8E	CITY NEW YORK	STATE NY	ZIP CODE 10009
TELEPHONE NUMBER ( ) 212-6736056			

VEHICLE INSURED			
YEAR 2003	MAKE HYUNDAI	BODY SD	MODEL SONATA
			VIN/SERIAL NUMBER KHHWF35H03A884749

INSURANCE AGENT	
NAME SEICO	
STREET ADDRESS 50 WOODBURY RD	
CITY WOODBURY NY	STATE NY
TELEPHONE NUMBER 800-8413000	ZIP CODE 11797

INSURANCE COMPANY	
NAME GETCO	
POLICY NUMBER 2019296323	
EFFECTIVE DATE FROM 08/15/06	TO
COVERAGE <input checked="" type="checkbox"/> LIABILITY <input checked="" type="checkbox"/> COLLISION	<input type="checkbox"/> COMPREHENSIVE DEDUCTIBLE \$ 1000

NAMED INSURED'S SIGNATURE	
X <i>Mary Monroe</i>	DATE 08/15/06

TMCC ACCOUNT NUMBER

DEALER CONFIRMATION	
<input type="checkbox"/> AGENCY <input checked="" type="checkbox"/> INSURANCE COMPANY	NAME OF PERSON DATE
CONFIRMED BY	TMCC/LFS/TLT AS LOSS PAYEE/ADDITIONAL INSURED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

DEALER / SALES PERSON SIGNATURE
X <i>[Signature]</i>

DEALER
HYUNDAI OF MANHATTAN

**IMPORTANT NOTICE TO BUYER/LESSEE** TAKE THE YELLOW COPY OF THIS FORM TO YOUR INSURANCE AGENT TO ASSIST IN PROVIDING PROPER PROOF OF COVERAGE TO LOSS PAYEE/ADDITIONAL INSURED.



IMPORTANT NOTICE TO AGENT

SEND PROOF OF COVERAGE AND ALL CORRESPONDENCE TO:



TOYOTA MOTOR CREDIT CORPORATION  
P.O. Box 3025  
Coraopolis, PA 15108

ETCH.  
NO.

072401097

VIRGINIA SURETY COMPANY, INC.

("We", "Our", "Us")

AUTOMOTIVE THEFT PROTECTION™ PROGRAM  
CERTIFICATE OF COVERAGEPage 15 of 3 CUSTOMER  
REGISTRATION NO.

NYV-370097

DEALER'S NAME	HYUNDAI OF MANHATTAN		Month	Day	Year
DEALER'S ADDRESS	645 11TH AVE		AUG 15 2006		
CERTIFICATE HOLDER'S NAME	MART MONROE M		Dealer Code 31658		
CERTIFICATE HOLDER'S ADDRESS	709 FDR DR 8E NEW YORK NY 10009				
CERTIFICATE HOLDER'S PHONE	(212) 860-4053		(212) 673-6056		
VEHICLE INFORMATION	HYUNDAI 2003 SONATA		Vehicle ID Number (VIN) KMHWF35H03A884749 Mileage 20952		
CERTIFICATE HOLDER'S E-MAIL					

This certifies that the Automotive Theft Protection™ Program ("ATP®") system has been installed on the above described Covered Vehicle utilizing a process designed to deter theft and assist authorities in the recovery of the Stolen Vehicle. THIS CERTIFICATE OF COVERAGE SHALL NOT DUPLICATE COVERAGE AFFORDED BY ANY OTHER INSURANCE POLICY OR COVERAGE, INCLUDING THE COMPREHENSIVE PHYSICAL DAMAGE COVERAGE PROVIDED BY YOUR PRIMARY AUTOMOBILE INSURANCE CARRIER.

## COVERAGE TERM

## FOR INSURANCE COMPANY USE ONLY

Subject to the terms and conditions of this Certificate of Coverage, if the Covered Vehicle is stolen within:

☐ 2 years☐ 3 years☐ 4 years☒ 5 years

of the Effective Date of this Certificate of Coverage, You will be entitled to the Limited Benefit stated below. Provided that: 1) the Covered Vehicle is not recovered within THIRTY (30) days of theft; 2) You are still the Certificate Holder named above; and 3) all the conditions stated below are met.

## MAXIMUM BENEFIT PAYABLE

## FOR INSURANCE COMPANY USE ONLY

☐ PREFERRED PROTECTION PLAN☐ (up to \$5,000.)☐ (up to \$7,500.)☐ (up to \$15,000.)☐ (up to \$25,000.)☐ BASIC PROTECTION PLAN

(up to \$2,500.) includes rental car

The amount selected above is the Maximum Benefit Payable under this Certificate of Coverage.

## LIMITED BENEFIT

When the Automotive Theft Protection™ Program ("ATP®") is applied to, or installed on Your Covered Vehicle, the terms and conditions of coverage are met and Your Covered Vehicle is later stolen and unrecovered or declared a total loss due to theft, we will pay a loss Benefit defined as:

- A. Basic Protection Plan: Pay on Your behalf to the Automobile Dealer, a loss Benefit towards the purchase or lease of a Replacement Vehicle, and pay to You a Rental Car Reimbursement of up to \$250. Loss Benefit to be calculated as follows:
- Purchased Vehicle: The difference between Your Replacement Vehicle Cost and the amount You receive from Your Primary Automobile Insurance Carrier for the theft of Your Covered Vehicle; or
  - Leased Vehicle: The total payment due the Automobile Dealer to reduce from Your Replacement Vehicle Cost that amount necessary, to produce a Replacement Vehicle monthly lease payment and term (total number of monthly payments) identical to the original monthly lease payment and term of Your Stolen Vehicle.
- B. Preferred Protection Plan: Pay on Your behalf, to the Automobile Dealer, a loss Benefit towards the purchase or lease of a Replacement Vehicle, and pay to You a Rental Car Reimbursement of up to \$500. Loss Benefit to be calculated as follows:
- Purchased Vehicle: The difference between Your Replacement Vehicle Cost and the amount You receive from Your Primary Automobile Insurance Carrier for the theft of Your Covered Vehicle; or
  - Leased Vehicle: The total payment due the Automobile Dealer to reduce from Your Replacement Vehicle Cost that amount necessary, to produce a Replacement Vehicle monthly lease payment and term (total number of monthly payments) identical to the original monthly lease payment and term of Your Stolen Vehicle.

This Certificate of Coverage is transferable to a second owner of Your Covered Vehicle subject to the Program Administrator's approval. See the Transfer Option section of the Conditions for details. This Certificate of Coverage and all amendments thereto make up the complete contract of insurance between the Insurer and the Certificate Holder. No person can alter or waive any part of this Certificate of Coverage or make any agreements that bind Us. In the event You are unable to obtain satisfaction of Your Benefits, You may file a direct claim with Us at: 1(800) 209-6206.

The above selections indicate the term and maximum benefit payable of the insurance for which I am applying. I have read the Certificate of Coverage and I understand and agree to all its provisions.

CUSTOMER'S SIGNATURE

08/15/06

DATE  
08/15/06

AUTHORIZED DEALER SIGNATURE

DATE

I DECLINE to purchase the Automotive Theft Protection™ Program. I understand that, in the event that my vehicle is stolen, I AM NOT ENTITLED TO A CLAIM BENEFIT OFFERED BY THE AUTOMOTIVE THEFT PROTECTION PROGRAM™.

CUSTOMER'S SIGNATURE

DATE

TO REPORT A CLAIM CONTACT THE PROGRAM ADMINISTRATOR AT:

A TOUCH OF CLASS, INC. • 7455 Natural Bridge Caverns Rd. • Schertz, TX 78154 • (800) 707-9292 • warrantyservice@cal-tex-inc.com  
WHITE - ATOC • YELLOW - DEALER • PINK - CUSTOMER

© 2000 A TOUCH OF CLASS, INC.

Date 0-10-2006

Buyer & Co-Buyer - Name(s) and Residence Address(es)  DONALD J. HART 700 PULCHER ST NEW YORK, NY 10005	Seller - Name & Address  HILBERT OF AMERICA 600 7TH AVE NEW YORK, NY 10005
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If your Retail Contract ("Contract") terminates as a result of a total loss of the vehicle occasioned by its theft, confiscation or physical damage, you will remain liable for the **GAP Amount**.

The **GAP Amount** is the difference between the amount you owe under the Contract (or if you were in default, the amount you would have owed if you had paid all monthly installments and other charges when due) as of the date of total loss, less the actual cash value of the vehicle as of the date of total loss, as determined under your physical damage insurance policy, if in effect on the date of total loss.

The Seller named above, or if a lender purchases your Contract, that lender, is the "Creditor" under your Contract. For a separate charge, shown below, the Creditor will waive its contractual right to hold you liable for the **GAP Amount** in the event of a total loss of the vehicle occasioned by its theft or physical damage. The Creditor's waiver of the **GAP Amount** is not automatically included in the Contract.

The Creditor will obtain insurance which covers it for this type of loss. The Creditor may pass through to you the actual cost of this insurance, and that amount is the separate charge shown below.

**Creditor GAP Waiver:** If you want the Creditor to waive its contractual right to hold you liable for the **GAP Amount** in the event of a total loss of the vehicle occasioned by its theft or physical damage, a separate charge of \$ 110.00 is included in the Contract. This waiver cannot be cancelled and the term of the waiver must match the term of the Contract. Initial below if you want the waiver of the **GAP Amount** for the charge stated.

Your initials indicate you want to purchase a Creditor GAP Waiver:

DM  
Buyer's Initials

\_\_\_\_\_  
Co-Buyer's Initials

The Creditor GAP Insurance Company is: Ohio Indemnity Company

Even if you purchase a **Creditor GAP Waiver**, you will remain liable for the actual cash value of the vehicle and deductible amounts relating to your physical damage insurance policy, if any, plus any unpaid monthly installments and other unpaid charges that accrued prior to the date of loss and arising from your failure to fulfill your obligations under the Contract.

**Buyer (Borrower) GAP Insurance:** As an alternative to buying a waiver, you may be able to buy insurance covering the **GAP Amount** from any insurance company which has been licensed by the New York Superintendent of Insurance to write motor vehicle borrower **GAP** insurance in the State of New York. If you buy insurance covering the **GAP Amount**, there is no contractual waiver of the **GAP Amount** by the Creditor included in the Contract.

You are entitled to a copy of this notice. If you do not initial above that you want to purchase the Creditor GAP Waiver, you are declining to purchase the Creditor GAP Waiver that was offered to you. By signing below, you acknowledge you have read this notice and that you have been provided with a copy.

Don J Hart  
Buyer's Signature

\_\_\_\_\_  
Co-Buyer's Signature

White copy (Creditor)    Canary copy (Dealer)    Pink copy (Buyer)

3511NY (01/05)



**Yves Gilbert**  
*General Manager*

**Hyundai of Manhattan**

846 11th Avenue  
(Corner of 47th & 11th Ave.)  
New York, NY 10036

Sales: 212-459-1500  
Fax: 212-586-3015  
Service: 212-459-0340  
Parts: 212-459-0445  
Email: Yves.Gilbert@bramcorp.net

*Mary Mande was  
Present at this party  
on 8/31/06*

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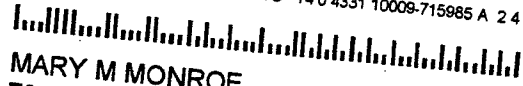
*[Signature]*



9550  
P.O. Box 9490  
Cedar Rapids, IA 52409-9490

Ray Leach me at

0000872 01 MB 0.326 \*\*AUTO T40 4331 10009-715985 A 2 4



MARY M MONROE  
709 FDR DR 8E  
NEW YORK NY 10009-7159

8/6/06

800 331 4331

392-2968

228-8559

CAROL ENG 480 224-1000

~~301 468-9000~~

August 30, 2006

RE: Privacy Policy  
Account Number: 0220273276

Dear Toyota Financial Services Customer:

190 001 So. Western

Torrance CA 90501

Toyota Financial Services (TFS)\* respects your privacy, and the confidential nature of the information we gather during our relationship. This is one of the reasons why we provide you with an opportunity to limit how we share your personal information outside our family of companies and limit use within our family of companies. Enclosed you will find privacy notices detailing how we protect and use information about you that we gather during the course of our relationship.

In accordance with law, we will also send you, the primary TFS accountholder, a copy of your privacy policy on an annual basis, whenever new law is enacted materially impacting these policies or in advance of making material changes to our policies.

Please review the enclosed privacy notices for additional information about TFS' privacy policies.

If you have any questions regarding the enclosed or your rights to exercise your privacy options, feel free to contact us at 888-717-9248.

Yours truly,

Toyota Financial Services



\*Toyota Financial Services is a service mark of Toyota Motor Credit Corporation, and its subsidiaries.

**BILLING STATEMENT**

For customer service, please call (800) 874-8822, or visit [www.toyotafinancial.com](http://www.toyotafinancial.com). Please refer to the back of your statement for more information.

Please remit payment to:  
Toyota Financial Services  
PO Box 371339  
Pittsburgh PA 15250-7339

MARY M MONROE  
709 FDR DR APT 8E  
NEW YORK NY 10009-7159

Please refer to the back of this statement for important information on negative credit reporting and the specially designated address to use when sending any communications regarding disputed payoffs.

Account Number	022 0273276
Maturity Date	8/29/2011
Payments Made	0
Payments Remaining	60
Standard Monthly Payment	\$395.00
Last Payment Received	

**Summary of Charges**

Statement Date	8/30/2006
Payment Due Date	9/29/2006
Current Payment Due	\$395.00
Past Due Payment Amount	\$0.00
Late Charges	\$0.00

Miscellaneous Charges	\$0.00
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<b>Total Amount Due</b>	<b>\$395.00</b>
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To avoid a late charge of \$19.75 a payment must be received before 10/10/2006. If your mailing address/phone number is incorrect, please complete the section on the return portion of your statement.

We appreciate  
the opportunity  
to serve you.



Please take a moment to review the enclosed letter, which includes important information about your monthly billing statements and the many convenient ways Toyota Financial Services offers to help you manage your account.

**IMPORTANT:** To ensure timely delivery, please detach this portion and mail in the enclosed envelope with your payment. Make check or money order payable to Toyota Financial Services. Include your account number and name on the front of your check or money order.

**Name on Account**

Mary M Monroe  
709 Fdr Dr Apt 8E  
New York NY 10009-7159



TOYOTA FINANCIAL SERVICES  
PO BOX 371339  
PITTSBURGH PA 15250-7339



☐ Please check here if your address or phone number has changed and complete the reverse side.

Account Number	022 0273276
Payment Due Date	9/29/2006
Total Amount Due	\$395.00

Amount Enclosed

\$

0220273276 0 0039500 0041475



P.O. BOX 2147

MIDDLETOWN, NY 10940  
(845) 695-2300MARY M MONROE  
709 FDR DR 8E  
NEW YORK

NY

10009

DATE 08/30/06		DEALER HYUNDAI OF MANHATTAN INC	
ACCOUNT NUMBER 704-022-0273276-0001		DATE OF CONTRACT 08/15/06	
APPLICATION NUMBER 4969190			
APPLICANT(S)			
DESCRIPTION OF VEHICLE			
YEAR 2003	MAKE HYUNDAI	MODEL SONATA	
VEHICLE IDENTIFICATION NUMBER KMHWF35H03A884749			

**CONTRACT CORRECTION NOTICE**


We are pleased to have purchased your Retail Installment Contract described above. On reviewing the contract, we noticed the error(s)/omission(s) which have been corrected on our records as indicated below:

- ☒ The APR should read 10.25%. Finance charge should be \$ 5,294.82. Total of payments should be \$ 23,700.00. Total Sale Price should be \$ 23,700.00. Payment amount should be \$ 395.00.
- ☐ All blank spaces on this contract should have been filled in with "N/A".
- ☐ This is to confirm the data printed on this contract is misaligned, but all spaces have the correct information provided.
- ☐ The Creditor's name should be shown as \_\_\_\_\_.
- ☐ The Description of Vehicle section on the contract is not correct. The \_\_\_\_\_ should read \_\_\_\_\_.
- ☐ The Odometer reading was omitted or incorrect. The Odometer reading should have indicated \_\_\_\_\_.
- ☐ The provider for the Guaranteed Auto Protection plan (GAP) should be \_\_\_\_\_.
- ☒ Under the Optional Mechanical Breakdown Protection section, it should read: The term of the protection should be \_\_\_\_\_ or until the odometer reads \_\_\_\_\_. Benefits payable will not exceed \_\_\_\_\_. MBP company is CONTINUOUS CUSTOMER CARE. Deductible is \_\_\_\_\_.
- ☒ THE BUYER'S NAME ON YOUR RETAIL CONTRACT SHOULD READ: MARY MONROE.

Keep this notice as your record of the changes made. **Customer response is not required.** However, if you have any questions concerning this notice please contact us at the address or telephone number listed above.

TOYOTA MOTOR CREDIT CORPORATION




  
UNITED STATES  
POSTAL SERVICE

0000

**CERTIFICATE OF MAILING**

U.S. POSTAL SERVICE  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE, POSTMASTER

Received by  Mary M. Mourer  
709 E 4th Dr. Apt. 812  
New York, NY 10009

Own place of ordinary mail addressed to:

1010 + 2 Financial Serv  
P.O. Box 9490  
Cedar Rapids IA 52499-9490

U.S. POSTAGE  
PAID  
NEW YORK, NY  
10009  
OCT 21 06  
AMOUNT  
**\$0.95**  
90027445-11

PS Form 3817, January 2001

MONROE, MARY, M  
709 FDR DR 8E  
NEW YORK NY

10009

000127

# CERTIFICATE OF TITLE

NEW YORK STATE



Title and Identification No.

KMTNF35H03A884749  
KMTNF35H03A884749

Year

2003

Make

HYUND

Model Code

SON

Body/Body

4DSD

Document No.

9139780

Color

GY

WL/Sts/Lgh

3254

Fuel

GAS

Cyl./Prop.

6

New or Used

USED

Type of Title

VEHICLE

Date Issued

10/31/06

Name and Address of Owner(s)

MONROE, MARY, M  
709 FDR DR 8E  
NEW YORK NY

10009

ODOMETER READING

ACTUAL MILEAGE

20952

\* \* LIENS \* \*

This document is evidence of ownership of this vehicle, boat or manufactured home. Keep it in a safe place with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.

Lienholder

TOYOTA MOTOR CREDIT  
CORP  
PO BOX 105386  
ATLANTA GA 30386

Lienholder

\* ONE LIEN RECORDED \*

Lienholder

\* ONE LIEN RECORDED \*

Lienholder

\* ONE LIEN RECORDED \*

MV-999 (7/03)

DEPARTMENT OF MOTOR VEHICLES

VOID IF ALTERED

VOID IF ALTERED

7339013

Boat Dealer's

Buyer		Seller	
Buyer's Name (Print in full)	Buyer's Address	Seller's Name (Print in full)	Seller's Address
City	State	City	State
Zip	Zip	Zip	Zip
Date of Ownership	Date of Ownership	Date of Ownership	Date of Ownership

Note: Section 213 of the Vehicle and Traffic Law requires that application for a title must be made within 30 days of transfer.

I or we transfer the vehicle, boat or manufactured home described on this certificate. At the time of transfer, this title is subject only to the liens or encumbrances listed on this certificate. If any, I also certify that this is the most recent title issued for this vehicle, boat or manufactured home.

- I certify that, to the best of my knowledge, this odometer reading (check one):
- ☐ 1. reflects the ACTUAL MILEAGE of the vehicle described on the front.
- ☐ 2. EXCEEDS MECHANICAL LIMITS (odometer started over at zero).
- ☐ 3. not the actual mileage. WARNING: ODOMETER DISCREPANCY.

ODOMETER HAS SPACE FOR: (check one)

☐ Five Digits, excluding tenths

☐ Six Digits, excluding tenths

(no tenths)

Note: This vehicle cannot be registered or titled in the name of the new owner unless mileage is disclosed. Federal and State Law require that you state the mileage of the vehicle described on this certificate when transferring ownership.

ODOMETER READING

## SECTION II - Reassignment by Manufacturer, Boat Dealer or Registered Boat Dealer or Out-of-State Dealer

Buyer		Seller	
Buyer's Name (Print in full)	Buyer's Address	Seller's Name (Print in full)	Seller's Address
City	State	City	State
Zip	Zip	Zip	Zip
Date of Ownership	Date of Ownership	Date of Ownership	Date of Ownership

Note: Section 213 of the Vehicle and Traffic Law requires that application for a title must be made within 30 days of transfer.

I or we transfer the vehicle, boat or manufactured home described on this certificate. At the time of transfer, this title is subject only to the liens or encumbrances listed on this certificate. If any, I also certify that this is the most recent title issued for this vehicle, boat or manufactured home.

I certify that, to the best of my knowledge, this vehicle ☐ has been or ☐ has not been wrecked, destroyed or damaged to such an extent that the total estimate or actual cost of parts and labor to rebuild or reconstruct the vehicle to the condition it was in before an accident, and for legal operation on the road or highways, is more than 75% of the retail value of the vehicle at the time of loss. (Checking the "has" box means that the vehicle must have an anti-theft examination before being registered and that the title issued will have the statement "Thefted Salvage, NY" on it.)

## DAMAGE DISCLOSURE STATEMENT (to be completed by Owner Named on Face of Title)

- I certify that, to the best of my knowledge, this odometer reading (check one):
- ☐ 1. reflects the ACTUAL MILEAGE as seen on the odometer of the vehicle described on the front.
- ☐ 2. EXCEEDS MECHANICAL LIMITS (odometer started over at zero).
- ☐ 3. not the actual mileage. WARNING: ODOMETER DISCREPANCY.

ODOMETER HAS SPACE FOR: (check one)

☐ Five Digits, excluding tenths

☐ Six Digits, excluding tenths

(no tenths)

Note: This vehicle cannot be registered or titled in the name of the new owner unless mileage is disclosed. Federal and State Law require that you state the mileage of the vehicle described on this certificate when transferring ownership.

ODOMETER READING

## SECTION I - Transfer by Owner

ANY CHANGE OR ERASURE WILL VOID THIS TITLE - ANY FALSE STATEMENT IS A MISDEMEANOR

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

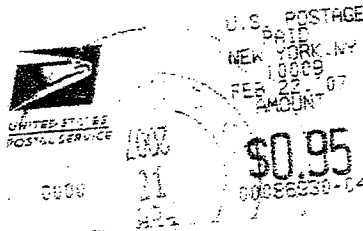
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT  
PROVIDE FOR INSURANCE-POSTMASTER

Registered mail

Addressed to:  
Mr. Blend  
1000 1st Ave. NE  
Atlanta, GA 30309

One piece of ordinary mail addressed to:  
Mr. Blend  
1000 1st Ave. NE  
Atlanta, GA 30309

PS Form 3817, January 2001





000397-01 NSP0CAFA-000000000000

MARY M MONROE

709 FDR DR APT 8E

NEW YORK, NY 10009-7159



03/05/07

0

RE: ACCOUNT

**REDACTED**

Dear MARY M MONROE

We are happy to process your recent request for a payment history summary. Enclosed is your summary which shows your record of transactions and ending balance.

For your convenience and as an added value, we now offer two additional services:

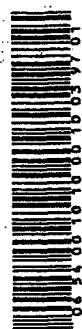
- \* **Paymatics:** Automatic debits from your checking account for your payment helps you make payments easily. (Simply call for an authorization form).
- \* **Automated Account Information:** By dialing our 800#, using a touch tone phone and entering your account number, you can receive automated information on your payoff amount, interest paid, last transaction posted, make a payment, order coupons or obtain our mailing address. This service is available 24 hours a day, seven days a week.

If we can be of further assistance, please contact our Customer Service Department at 1-800-336-6675, Monday through Friday, between 8:00 a.m. and 7:00 p.m. Eastern Time.

We value you as a customer and look forward to serving your needs in the future.

Sincerely,

Customer Service





RE: ACCOUNT

REDACTED 1309

\*\*\*\*\* TRANSACTION SUMMARY \*\*\*\*\*

EFF DATE	POST DATE	TRAN AMOUNT	TRAN DESC	TRAN CODE	PRINCIPAL AMOUNT	INT AMOUNT	PRINCIPAL BALANCE
		22583.49	LOANFUND	7001	22583.49	0.00	22583.49
07/17/03	07/23/03						
08/11/03	08/11/03	391.45-	PAYMENT	8080	274.06	117.39	22309.43
09/13/03	09/15/03	391.45-	AUTO PMT	7080	238.35	153.10	22071.08
10/13/03	10/14/03	391.45-	AUTO PMT	7080	253.77	137.68	21817.31
11/13/03	11/13/03	391.45-	AUTO PMT	7080	250.81	140.64	21566.50
12/13/03	12/15/03	391.45-	AUTO PMT	7080	256.91	134.54	21309.59
01/13/04	01/13/04	391.45-	AUTO PMT	7080	254.22	137.23	21055.37
02/13/04	02/13/04	391.45-	AUTO PMT	7080	256.10	135.35	20799.27
03/13/04	03/15/04	391.45-	AUTO PMT	7080	266.36	125.09	20532.91
04/13/04	04/13/04	391.45-	AUTO PMT	7080	259.45	132.00	20273.46
05/13/04	05/13/04	391.45-	AUTO PMT	7080	265.32	126.13	20008.14
06/13/04	06/14/04	391.45-	AUTO PMT	7080	262.83	128.62	19745.31
07/13/04	07/13/04	391.45-	AUTO PMT	7080	268.60	122.85	19476.71
08/13/04	08/13/04	391.45-	AUTO PMT	7080	266.24	125.21	19210.47
09/13/04	09/13/04	391.45-	AUTO PMT	7080	267.96	123.49	18942.51
10/13/04	10/13/04	391.45-	AUTO PMT	7080	273.60	117.85	18668.91



RE: ACCOUNT **REDACTED** 1389

\*\*\*\*\* TRANSACTION SUMMARY \*\*\*\*\*

EFF DATE	POST DATE	TRAN AMOUNT	TRAN DESC	TRAN CODE	PRINCIPAL AMOUNT	INT AMOUNT	PRINCIPAL BALANCE
10/13/04	10/18/04	391.45	R PMT	9080	273.60	117.85	18942.51
10/13/04	10/18/04	20.00	RTNCKCHG	7011			18942.51
10/25/04	10/25/04	19.57	LATE CHG	7011			18942.51
10/28/04	10/28/04	391.45-	PAYMENT	8080	214.68	176.77	18727.83
10/29/04	10/29/04	19.57-	W LTCHG	8010			18727.83
11/13/04	11/15/04	391.45-	AUTO PMT	7080	329.31	62.14	18398.52
11/15/04	11/15/04	20.00-	W RTNCK	8010			18398.52
12/13/04	12/13/04	391.45-	AUTO PMT	7080	276.99	114.46	18121.53
01/13/05	01/13/05	391.45-	AUTO PMT	7080	274.83	116.62	17846.70
02/13/05	02/14/05	391.45-	AUTO PMT	7080	276.40	115.05	17570.30
03/13/05	03/14/05	391.45-	AUTO PMT	7080	289.15	102.30	17281.15
04/13/05	04/13/05	391.45-	AUTO PMT	7080	280.05	111.40	17001.10
05/13/05	05/13/05	391.45-	AUTO PMT	7080	285.38	106.07	16715.72
06/13/05	06/13/05	391.45-	AUTO PMT	7080	283.70	107.75	16432.02
07/13/05	07/13/05	391.45-	AUTO PMT	7080	288.95	102.50	16143.07
08/13/05	08/15/05	391.45-	AUTO PMT	7080	287.39	104.06	15855.68
09/13/05	09/13/05	391.45-	AUTO PMT	7080	289.23	102.22	15566.45
09/15/05	09/15/05	391.45-	PAYMENT	8080	384.97	6.48	15181.48

Chase Auto Finance  
900 Stewart Avenue  
Garden City, New York 11530



RE: ACCOUNT **REDACTED** 1509

\*\*\*\*\* TRANSACTION SUMMARY \*\*\*\*\*

EFF DATE	POST DATE	TRAN AMOUNT	TRAN DESC	TRAN CODE	PRINCIPAL AMOUNT	INT AMOUNT	PRINCIPAL BALANCE
10/21/05	10/21/05	391.45-	PAYMENT	8080	277.81	113.64	14903.67
12/13/05	12/13/05	391.45-	AUTO PMT	7080	227.19	164.26	14676.48
01/13/06	01/13/06	391.45-	AUTO PMT	7080	296.85	94.60	14379.63
02/13/06	02/13/06	391.45-	AUTO PMT	7080	298.75	92.70	14080.88
03/13/06	03/13/06	391.45-	AUTO PMT	7080	309.47	81.98	13771.41
04/13/06	04/13/06	391.45-	AUTO PMT	7080	302.66	88.79	13468.75
05/13/06	05/15/06	391.45-	AUTO PMT	7080	307.44	84.01	13161.31
06/13/06	06/13/06	391.45-	AUTO PMT	7080	306.61	84.84	12854.70
07/13/06	07/13/06	391.45-	AUTO PMT	7080	311.25	80.20	12543.45
08/13/06	08/14/06	391.45-	AUTO PMT	7080	310.60	80.85	12232.85
09/05/06	09/05/06	12263.35-	SHT PO	8090	12204.84	58.51	28.01
09/08/06	09/08/06	782.90-	PAYMENT	8080	28.01	0.02	0.00
09/11/06	09/11/06	754.87	REFUND	8094		754.87	0.00

Date: 09/12/07

MARY M MONROE  
709 FDR DR 8E  
NEW YORK

NY 10009

DESCRIPTION OF YOUR MOTOR VEHICLE		
YEAR	MAKE	MODEL
2003	HYUNDAI	SONATA
VEHICLE IDENTIFICATION NUMBER		ACCOUNT NUMBER
KMHWF35H03A884749		700-022-0273276-0001

## NOTICE OF OUR PLAN TO SELL PROPERTY

Subject: Retail Installment Contract dated 08/15/06 secured by Your Motor Vehicle described above.

We have Your Motor Vehicle, because you broke promises in our agreement.

We will sell Your Motor Vehicle at private sale sometime after 09/27/07. A sale could include a lease or license.

The money that we get from the sale (after paying our costs) will reduce the amount you owe. If we get less money than you owe, you will still owe us the difference. If we get more money than you owe, you will get the extra money, unless we must pay it to someone else.

You can get the property back at any time before we sell it by paying us the full amount you owe (not just the past due payments), including our expenses. To learn the exact amount you must pay, call us at (800) 826-9467.

If you want us to explain to you in writing how we have figured the amount that you owe us, you may call us at (800) 826-9467, or write us at 19001 S. WESTERN AVE., WF22, TORRANCE, CA 90501, and request a written explanation.

If you need more information about the sale call us at (800) 826-9467, or write us at 19001 S. WESTERN AVE., WF22, TORRANCE, CA 90501.

We are sending this notice to the following other people who have an interest in Your Motor Vehicle or who owe money under your agreement:

### HOW TO GET YOUR VEHICLE BACK

You may get your vehicle back (redeem) by paying us the Total Amount to Redeem set forth under "REDEMPTION" below in certified funds before the vehicle is sold.

- ☒ If this box is checked, you can reinstate the contract. To do this you must pay Toyota Motor Credit Corporation (TMCC) the Total Amount to Reinstate in certified funds and comply with any other requirement, set forth under "REINSTATEMENT" below, at any time prior to the sale of the vehicle. Additionally, you must resume making your monthly payments and comply with all other terms of your contract. We may not be required to give you the ability to reinstate your account for future defaults.

Payments to redeem or reinstate may be made to TMCC at the above address, or you may call (800) 826-9467 for more information.

REDEMPTION	REINSTATEMENT
To REDEEM your vehicle you must pay the Total Amount To Redeem at any time prior to sale of the vehicle.	To REINSTATE your vehicle you must pay the Total Amount To Reinstate at any time prior to sale of the vehicle.
Unpaid Gross Balance (includes any accrued and unpaid finance charges) <u>\$ 16,494.82</u>	Pay to TMCC at the address shown above the following amounts:
Late charges <u>\$ 118.50</u>	Installment(s) past due <u>\$ 4,740.00</u>
Costs and Expenses:	Late charges <u>\$ 118.50</u>
Retaking/Transporting <u>\$ 865.00</u>	Costs and Expenses:
Attorneys Fees & Costs <u>\$ 0.00</u>	Retaking/Transporting <u>\$ 865.00</u>
Holding/Storage ( <u>\$ 0.00</u> per day) <u>\$ 0.00</u>	Attorneys Fees & Costs <u>\$ 0.00</u>
Other: (Specify) <u>NA</u> <u>\$ 0.00</u>	Holding/Storage ( <u>\$ 0.00</u> per day) <u>\$ 0.00</u>
Other: (Specify) <u>NA</u> <u>\$ 0.00</u>	Other: (Specify) <u>NA</u> <u>\$ 0.00</u>
Sub-Total <u>\$ 17,478.32</u>	Other: (Specify) <u>NA</u> <u>\$ 0.00</u>
Less: Refund of unearned finance charges <u>\$ 0.00</u>	TOTAL AMOUNT TO REINSTATE <u>\$ 5,723.50</u>
Unearned insurance premiums/costs <u>\$ 0.00</u>	Plus pay, in certified funds, payments or expenses that become due or are incurred before you reinstate the contract.
TOTAL AMOUNT TO REDEEM <u>\$ 17,478.32</u>	

Sir/Madam:

Please take notice that the within is a (certified) true copy of a  
\_\_\_\_\_ duly entered in the office of the clerk of the

within named court on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

Dated:

Yours, etc.

Attorney for: \_\_\_\_\_ Plaintiff/Petitioner

\_\_\_\_\_ Defendant/Respondent

Office and Post

Office Address

To:

Attorney(s) for \_\_\_\_\_

\*\*\*\*\*NOTICE OF SETTLEMENT\*\*\*\*\*

Sir/Madam:

Please take notice that an \_\_\_\_\_

of which the within is a true copy will be presented for settlement

to the Hon. \_\_\_\_\_, one of the Justices

of the within named court at \_\_\_\_\_, 200\_\_ at \_\_\_\_\_ AM/PM, on \_\_\_\_\_

Dated: \_\_\_\_\_, 200\_\_ Yours, etc

Plaintiff/Petitioner

Defendant/Respondent

To:

Attorney(s) for \_\_\_\_\_

INDEX NO. 113492/06  
SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

Mary Monroe

Plaintiff/Petitioner

- against -

Hyundai of Manhattan

Defendant/Respondent

To the best of my knowledge, information and belief, formed after an inquiry reasonable under the circumstances, the presentation of these papers or the contentions therein are not frivolous as defined in subsection (c) of Section 130-1.1 of the Rules of the Chief Administrator (22NYCRR)

Sign Name: \_\_\_\_\_

Mary M. Monroe

Print Name: \_\_\_\_\_

MARY M. MONROE

Address: \_\_\_\_\_

709 F.D.P. Drive #8E  
New York, N.Y. 10009

Telephone: \_\_\_\_\_

(212) 673-6056

Service of a copy of the within is hereby admitted

Dated: \_\_\_\_\_, 200\_\_

Attorney for \_\_\_\_\_